

Phoenix Central School District  
116 Volney Street  
Phoenix, NY 13135  
Phone: 315-695-1555 FAX 315-695-1629

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TITLE: School Physician Services

RFP NUMBER: RFP PHYS2425

## **REQUEST FOR PROPOSAL**

TITLE: School Physician Services

RFP NUMBER: RFP PHYS2425

**RFP DISTRIBUTION**- Important Notice-The Phoenix Central School District (hereinafter also referred to as "Phoenix CSD" or the "District") distributes Request for Proposal documents from the Phoenix CSD Business Office. The documents may also be downloaded from the District's website, [www.Phoenixcsd.org](http://www.Phoenixcsd.org). Copies of documents obtained from any other source are not considered official copies and may be inaccurate. Only those Contractors who obtain documents from Phoenix CSD Business Office are guaranteed to receive addendum information, if such information is issued.

### **CLOSING DATE**

Complete copies of each proposal (hereinafter "Proposal" or "Proposals") must be received at the Business Office, located at Phoenix CSD District Office, 116 Volney Street, Phoenix, NY 13135 by **3:00 pm**, prevailing time on July 1, 2024.

Contractors assume risk of the method of dispatch chosen. The District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the Proposal by the District by the deadline. Late Proposals shall not be accepted nor shall additional time be granted to any potential Contractor. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

**PROPOSALS MUST BE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE PROPOSER AND THE RFP NUMBER AND NAME ON THE ENVELOPE AND/OR BOX.**

Send **MARKED ORIGINAL AND ONE COPY** of each Proposal.

Please use the **RFP** number on all correspondence.

**For further information contact:**

**Chris Byrne**  
**Superintendent of Schools**  
**Phoenix Central School District**  
**315-695-1555**

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## **PART A-ADMINISTRATIVE SECTION**

### **THE PHOENIX CENTRAL SCHOOL DISTRICT GOVERNMENT OVERVIEW**

The Phoenix Central School District is a school district located in Oswego and Onondaga County. The District is comprised of portions of seven Towns;

The District has a nine member Board of Education, and educates approximately 1653 students In Grades K-12. The District is comprised of one Elementary School, one Middle School and one High School.

### **RFP TERMINOLOGY**

Generally, throughout this RFP the following terminology is used:

- “Mandatory”-a requirement that must be met in a substantially unaltered form. The terms “must”, “required”, and “will” are also used to indicate mandatory requirements.
- “Desirable”-a requirement has a high degree of importance to the objectives of this RFP, The term “should” also indicates a desirable requirement.
- “Optional”-a requirement that is not considered essential, but for which evaluation credit is given. The terms “may’ and “can” also indicate option requirements.

### **PROPOSAL PREPARATION AND SUBMISSION**

All submissions must conform to the Contractor Response Format and all the Requirements as outlined in Part B-Requirements Section. Proposers are cautioned to read the requirements carefully and follow the response format of this Request for Proposal, as any deviation from the format and requirements listed, may be cause for rejection.

### **FORMAT OF PROPOSAL**

All copies of the Proposal response should be arranged as follows:

- Proposal Form: Appendix A showing RFP name and number, name, address, telephone number, fax number, and name of contact person.
- Affidavit of Non-Collusion: Appendix B.
- Contractor Response: Letter of Introduction: one page, introducing the company and signed by the person(s) authorized to sign on behalf of, and bind the company to, statements made in response to this RFP.
- Company Profile: Information points documents in Part B – Requirements Section.
- Proposal overview and Details.
- Conflict of interest Certification-Appendix C.
- Disclosure Form-Appendix D.

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### **TERMS AND CONDITIONS**

#### **INQUIRIES**

All inquiries related to this Request for Proposal shall be in writing to the District utilizing Appendix E – Question Form. Information obtained from any other source is not official and may be inaccurate. Do not contact any other person(s) involved. Inquiries and responses will be recorded and may be distributed to all proposers at the District's option.

#### **NOTIFICATION OF CHANGES**

All recipients of this Request for Proposal will be notified regarding any changes made to this document.

#### **CHANGES TO PROPOSAL WORDING**

No changes to wording of the Proposal will be accepted after submission unless requested by the District.

#### **AWARD OF CONTRACT**

The District reserves the right to choose the Proposal that is in the best interests of the District

#### **LIABILITY OF ERRORS**

While the District has used considerable efforts to ensure accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts and the District shall not be held liable or accountable for any error or omission in any part of this RFP.

#### **ACCEPTANCE OF TERMS**

All the terms and conditions of this RFP are deemed to be acceptable by the proposers and incorporated in its Proposal except those conditions and provisions that are expressly excluded by the proposer.

#### **INTERVIEWS AND NEGOTIATIONS**

Subsequent to the submission of Proposals, interviews and negotiations may be conducted with some of the proposers, but there shall be no obligation to receive further information, from any proposer.

#### **DEFINITION OF CONTRACT**

The District may at its option notify a proposer in writing that its Proposal has been accepted and such acceptance shall at the District's option constitute the making of a formal contract for the service set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for Services, and non-proposer shall acquire any legal or equitable rights or privileges whatever relative to the Services until the District has delivered either a signed notice in writing to the proposer or a fully executed written agreement to the proposer.

#### **GOVERNING LAW**

This RFP and any contract entered into between the proposer and the District shall be governed by and in accordance with the laws of the County of Onondaga, the State of New York, and the United States of America.

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**PROPOSAL EVALUATION**

The District will review all Proposals and choose the Professional (hereinafter, the "Contractor") whom the District deems to be most capable of providing the Services sought herein. The District may consider other factors in addition to the costs for such Services, including, but not limited to, the Contractor's credentials and experience, and the Phoenix Board of Education's assessment of the Contractor's ability based upon the submissions made or subsequent inquiries or interviews.

**STANDARD INSURANCE REQUIREMENTS**

**INSURANCE IDENTIFICATION:** THE RFP NUMBER IS TO APPEAR ON ALL CERTIFICATES OF INSURANCE

**INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and covenants and agrees that it, its agents, servants, and/or employees will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the PHOENIXCENTRAL SCHOOL DISTRICT.

**INSURANCE:** Contractor shall take out and maintain during the life of this contract, insurance as listed below with Phoenix Central School District listed as additional insured. It shall be the responsibility of the Contractor to submit original certificates of insurance to the District, and to maintain such insurance in amounts as set forth below. The amounts specified are the **minimum** coverage acceptable. Contractor shall not perform Services under this contract until all insurance required has been obtained, and the Phoenix Central School District has approved such insurance. If any insurance policy is cancelled, not renewed or expires during the life of the contract, immediate notice of cancellation, non-renewal, or expiration shall be delivered to the District no less than 30 days prior to the date and time of cancellation, non-renewal, or expiration.

**MEDICAL MALPRACTICE INSURANCE:** \$1,000,000 (one million dollars) per occurrence/\$2,000,000 (two million dollars) aggregate. Policy to protect the District for the professional acts of the Contractor performed under the contract.

**WORKER'S COMPENSATION:** Policy to protect both the District and the Contractor from claims under worker's compensation acts and amendments thereto and from any other claims for personal injury including death, which may arise from operations under this contract, whether such operations by Contractor or by any other party directly or indirectly employed by the Contractor. The following limits shall apply.

Employers Liability each Accident: \$1,000,000  
Employers Liability Disease-Each Employee: \$1,000,000  
Employers Liability Disease-Policy Limit: \$1,000,000

**DISABILITY INSURANCE & UNEMPLOYMENT INSURANCE:** Statutory disability benefits and unemployment insurance for all employees.

**COMMERCIAL GENERAL LIABILITY INSURANCE:** \$1,000,000 (one million dollars) per occurrence/\$2,000,000 (two million dollars) aggregate. Policy to protect both the District and the Contractor for damages for bodily injury including accidental death, as well as from claims for property damage which may arise from operations under this contract. Coverage shall include contractual liability, independent contractors, products and completed operations.

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a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each school. b) CGL Coverage shall be written on ISO Occurrence form CG00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operation, and personal and advertising injury. c) Phoenix Central Schools, Owner and all other parties required by contract, shall be included as insured's on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an equivalent coverage to the additional insured's. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non Contributory Insurance, before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured

**AUTOMOBILE LIABILITY INSURANCE:** Automobile bodily injury liability and property damage liability insurance with a minimum combined single limit (CSL) of \$1,000,000 (one million dollars). Coverage shall include all owned vehicles, hired car and non-ownership liability coverage, statutory no-fault coverage.

**WAIVER OF SUBROGATION** – Subcontractor waives all rights against Phoenix Central Schools, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damage are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

## **PART B – REQUIREMENTS SECTION**

1.1 **PURPOSE** : The Phoenix Central School District requests Proposals from a licensed and qualified Contractors (including individuals or medical groups) interested in providing Physician Services for the District in accordance with New York Education Law Section 902 and the regulations of New York's Commissioner of Education at 8 N.Y.C.R.R. Part 136, which require the District's Board of Education to appoint a qualified physician, or nurse practitioner, who is duly licensed pursuant to applicable law to perform the duties of the District's "Director of School Health Services."

1.2 **SCOPE OF SERVICES:** The Contractor who is selected and appointed to perform the duties of the District's Director of School Health Services shall: 1) perform the duties conferred on the school physician or school medical inspector under any provision of law; 2) perform and coordinate the provision of health Services in the District's public schools; and 3) provide health appraisals of students attending the public schools in the District. These duties and responsibilities include, but are not limited to the following:

I. **Student Physicals and General Care**

- a. To provide examinations by health appraisal for students upon entry into school (K) and thereafter upon entry into the 2<sup>nd</sup>, 4<sup>th</sup>, 7<sup>th</sup> and 10<sup>th</sup> grades for any student whose parents neglect or refuse (without lawful excuse) to provide a health certificate from the student's family physician, physician assistant or nurse practitioner within thirty (30) days after entry into school or upon entry at the grade levels specified above and to ensure that the health certificates provided by student's private practitioners are adequate.

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- b. To provide physical examinations for the issuance of student work permits.
  - c. To conduct examinations as a result of referrals by teachers or other staff members.
  - d. To act as liaison between the District and the student's personal physician(s), subject to consent requirements.
  - e. To recommend the exclusion or readmission of pupils in connection with any infections or contagious disease.
  - f. To assist the administration in determining appropriateness of special accommodations for children with bona fide medical needs, such as one-on-one monitors, door-to-door transportation, home instruction, chronic school absenteeism, school refusal, or behavioral and mental health concerns that pose a threat to a student or school.
  - g. To inform parents or other persons in parental relation to the child, pupils and teachers of the individual child's health condition subject to federal and state confidentiality laws.
  - h. To guide parents, children and teachers in procedures for preventing and correcting defects and diseases.
  - i. Conduct medical examinations of teachers and other school employees in accordance with Section 913 of the New York Education Law.
  - j. To instruct school personnel in procedures to take in case of accident or illness.
  - k. To survey and make necessary recommendations concerning health and safety aspects of school facilities and the provision of health information.
- II. Athletic Program
- a. To examine participants in competitive sports per State Education regulations, or his/her designee.
  - b. To examine athletes after injury and/or severe illness to determine fitness for further participation in physical activity, including but not limited to athletic competition, as needed.
  - c. To serve as team physician in developing return to play protocols, athletic trainer oversight and emergency sideline management.
  - d. To oversee the District's concussion management program.
  - e. To assist with standards for participation in physical education and interscholastic sports for athletes with special health care needs or disabling conditions, if needed.
- III. Special Education
- a. To conduct examinations as required for Committee on Special Education (CSE) student referrals/reviews.
  - b. To participate as an active member of the CSE per Part 200 Regulations of the Commissioner.
  - c. To be available as a consultant to CSE and liaison between the District and the student's personal physician(s).
  - d. To attend those CSE meetings as required by State Regulations and requested by the District.

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IV. Preventative Guidance

- a. To survey sanitary and safety aspects of buildings and grounds at the requests of the District.
- b. To provide in-service training in first aid, hygiene, and food handling at the request of the District.
- c. To provide consultative service in matters of health education, public health law and related medical problems, and emergency treatment procedures.

V. Health Service Personnel

- a. To be accessible by nursing staff during school hours for medical supervision and oversight.
- b. To assist administration in assessing nursing skills on an annual basis.
- c. To provide nursing staff with a Health Practice and Procedures manual, with standing orders updated and signed annually.

VI. Public Health

- a. To provide timely oversight to issues of public concern.
- b. To be part of a crisis management team, such as pandemic planning, emergency sheltering or evacuation of students with special health care needs.
- c. To assist the administration with nursing staff development programs, parent education meetings, and policy development on matters pertaining to health and safety.
- d. To advise the District on the validity of requests for medical exemptions to vaccinations.

VII. Non-Instructional Personnel

- a. Provide Drug and Alcohol testing for all new Transportation personnel and on a quarterly basis.
- b. Provide Transportation personnel annual physical examinations as required by NYS DMV Article 19-A.
- c. By request, provide Transportation personnel a physical examination upon return to work following an absence for any reason of 60 or more consecutive days, as needed/requested.
- d. Review of semi-annual follow up documentation obtained by Drivers diagnosed with Diabetes from their personal physician.
- e. Provide PPD/Mantoux testing, X-rays, audiometric testing and Hepatitis B vaccinations for those employees designated to receive them.

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**1.3 QUALIFICATIONS & EXPERIENCE**

In setting forth its qualifications, each individual or group submitting a Proposal shall:

- a. Provide evidence of an individual's credentials and qualifications as a licensed physician in the State of New York.
- b. Describe the individual's or firm's experience and expertise focusing on prior experience in school health.
- c. If a medical group, state the name(s) of the physicians associated with the medical group.
- d. State the names and credentials of all physicians that might be assigned to perform Services for the District and provide their resumes.
- e. Identify the nature of any potential conflict of interest the individual or firm might have in providing Services to the District.
- f. Provide any other information that might be beneficial to the District.

**1.4 COST:** The cost of the Proposal shall be provided in unit cost prices for each service. All prices shall be inclusive of all costs and no additional billing will be allowed. All prices shall be in effect from July 1, 2024 through June 30, 2025 with an option by the District at its discretion to extend the contract, under the agreed upon terms and conditions, for three (3) additional one (1) year periods. Proposals should also include an hourly rate for additional services not covered under the Scope of Services.

**1.5 INFORMATION FACTS:** Enrollment: Approximately 1,653 students at one high school, one intermediate/junior high school and one elementary schools. 2024/2025 Board of Education adopted General Fund Budget: \$51,984,562.

**1.6 PROPOSAL CHECKLIST:** This check list is provided for informational purposes only. Contractors are solely responsible for providing all of the information/documentation required by the Proposal specifications. Please prepare and submit the following items with your Proposal.



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CHECK LIST-

- |  | Check Items<br><u>Enclosed</u> |
|--|--------------------------------|
| 1. Proof of adequate liability, property and Automobile liability insurance.(See Standard Ins. Requirements) | _____                          |
| 2. Proof of availability of Workmen's Compensation Coverage. (See Standard Insurance Requirements).          | _____                          |
| 3. Proof of qualification and experience. (See RFO Requirements).  | _____                          |
| 4. Proposal Form (Appendix A).   | _____                          |
| 5. Non-Collusive Form (Appendix B).  | _____                          |
| 6. Conflict of Interest Form (Appendix C).   | _____                          |
| 7. Form of Disclosure (Appendix D).  | _____                          |

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**APPENDIX A**  
**PROPOSAL FORM**

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TYPE OF ENTITY: CORP. \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

FEDERAL EMPLOYEE ID #: \_\_\_\_\_ OR SOCIAL SECURITY #: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

**SERVICE**

**FEE**

School, Physical Education & Sports Exams-Onsite	_____ /EA
Sports Requalification and Working Papers-Onsite	_____ /EA
School Physical Examinations-Office Visits	_____ /EA
Attendance at CSE Meetings	_____ /EA
Attendance at Varsity Football Games and other Events	_____ /EA
PPD/Mantoux Testing	_____ /EA
Audiometric Testing	_____ /EA
X-Ray	_____ /EA
Hepatitis B Vaccinations	_____ /EA
19A Physical Examination	_____ /EA
Drug and Alcohol Testing	_____ /EA
Fit for Duty Physical Examination	_____ /EA
Consultative Services: e.g., staff development, crisis management team, Policy development, public health law, additional services as needed.	_____ /Hour

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**APPENDIX B**  
**AFFIDAVIT OF NON-COLLUSION**

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement, discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or Services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for any agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or Services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advise by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

\_\_\_\_\_  
Signature & Company Position

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
Type Name & Company Position

\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Federal I.D. Number

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**APPENDIX C**  
**CONFLICT OF INTEREST CERTIFICATION**

Name of Contractor \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

The Contractor above mentioned declares and certifies:

- First That the said Contractor is of lawful age and the only one interested in this Proposal, and that no one other than said Contractor has any interest herein.
- Second That this Proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- Third That no member of the Board of Education of the Phoenix Central School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education has a prohibited interest in this Proposal or in the supplies, materials, equipment, work, or Services to which it relates, or in any portion of the profits thereof.
- Fourth That said Contractor has carefully examined the instructions, schedules, and specification prepared under the direction of the Board of Education, and will, if successful in this Proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, Services, or labor for which this Proposal is made.
- Fifth That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.
- Sixth The non-collusive bidding certification applies to this Proposal.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Person, Firm or Corporation)

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

\_\_\_\_\_  
(Authorized Signature)

Commission Expires \_\_\_\_\_

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**APPENDIX D**  
**DISCLOSURE FORM**

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

Name	Title
_____	_____
_____	_____

1. Does any Phoenix Central School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? \_\_\_\_\_ If yes, set forth the basis upon which a financial interest exists in the firm:

\_\_\_\_\_  
\_\_\_\_\_

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with Phoenix Central School District? \_\_\_\_\_ If yes, please describe transaction(s):

\_\_\_\_\_  
\_\_\_\_\_

3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a spouse, minor child, or dependent). \_\_\_\_\_ If yes, set forth below the Phoenix Central School District Board member, administrator, or staff member whose relation possesses an interest and the relationship:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAWS AS APPLICABLE.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

